



**SPECIAL CALLED CITY COUNCIL MEETING**  
**July 14, 2016**

MINUTES OF THE SPECIAL CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT WAS HELD JULY 14, 2016 AT 7:00 P.M. PM IN THE COUNCIL CHAMBER, CITY HALL, 1200 SOUTH COMMERCE, OVERTON, TEXAS.

PRESENT:

C. R. Evans Jr., Mayor  
Philip Cox, Mayor Pro Tem  
Jerry Clark  
John Posey  
Michael Paul Williams

ABSENT:

Lawrence Davis

Also in attendance were Charles Cunningham, City Manager; Rachél Gafford, City Secretary, Pamela Raney, Finance Director and Clyde Carter, Chief of Police representing staff; Michael Bell representing MTC., and Dudley Hickman representing the public.

**I. CALL TO ORDER** –Mayor Evans called the meeting to order at 7:00 p.m.

1. Invocation was given by Councilman Posey.
2. Pledge of Allegiance was led by Councilman Williams.

**II. CITIZEN FORUM** - No one spoke

**III. CITIZEN'S REQUEST** – There were no requests to be heard.

**IV. CONSENT AGENDA**

1. Approval of the Minutes of a Special Called Joint Workshop of the Overton City Council and the Overton Municipal Development District held on June 12, 2016.
2. Approval of the Minutes of a Regular Meeting of the Overton City Council held on June 19, 2016.
3. Approval of **Resolution No. 2016-06-16A**; A Resolution of the City Council of the City of Overton, Texas, to ratify action of the Overton City Council to move the July 2016 Regular Called City Council Meeting from Thursday, July 21, 2016 to Thursday, July 14, 2016.

**Mayor Pro Tem Cox made a motion to approve the Consent Agenda as submitted.**

**Councilman Posey seconded the motion.**

**Mayor Evans called for a vote.**

**Motion carried 4 – 0 - 0; Councilman Davis absent.**

*Mayor Evans asked the Council members if there were no objections; the next item for discussion would be Item # VI.2*

*Mayor Evans introduced Agenda item VI.2 by reading the caption, then stated that consideration would begin with a report from the City Manager.*

1. **VI.2.** City Council to hear, review, consider and/or take action on second reading of **Ordinance No. 2016-05-19B**; an Ordinance amending Ordinance No. 2014-07-29B "Appendix A" City of Overton- Schedule of Fees, by updating fees imposed by the City for Water and Sewer Service and other services; containing a severability clause; repealing all ordinances in conflict herewith; providing for publication and an effective date.

*City Manager Cunningham quickly presented a review of the methods used to calculate the prison's new water and sewer rates stating that he had originally included the entire cost of the bonds sold for extending services to the prison not realizing that a portion of the bonds went specifically for street improvements. The revised calculations used lower costs for debt service than were presented at the last meeting.*

- *The new proposed water base rate for the prison would be \$10,139.00 (an increase of 27%) and the volume rate would increase to \$5.20 (an increase of 10%).*
- *The new proposed sewer base rate for the prison would be \$11,145.00 (an increase of 52%) and the volume rate would increase to \$6.00 (an increase of 52%).*

*Michael Bell, MTC, stated that he just wanted to go on the record stating that he believes it to be unfair and unjust for a single business to incur this type of percentage increase. Mr. Bell further requested another postponement by council of the rate increases until the City could hire an outside independent entity to do a rate study*

***Councilman Posey asked Mr. Bell what he felt like would be a fair increase.***

*Mr. Bell responded that he thought it would only be fair to spread the debt of the bonds across all the consumers of water and sewer services provided by the City.*

*City Manager Cunningham responded that the debt service on the bonds had been structured so that principal payments were back loaded. In the beginning the City was only paying interest and very little for principal. Now the City is having large principal payments come due. Cunningham went on to say that there is some relief on the horizon. Once the City is able to complete the audits it will be able to refinance the debt and lower annual debt service requirements. Cunningham further stated that he is in the process of setting up a computation model that will run all of the water and sewer customers against this same module each year to determine where the water and sewer rates should be.*

***Councilman Posey asked Mr. Bell what was the State's response.***

*Mr. Bell responded that the State felt that since the City had requested that a facility be built here in the community then the City should not expect the State and the Management Company to take on the full responsibility of the debt incurred of bringing the facility to the community.*

*Councilman Posey asked City Manager Cunningham how much more time would City Staff need to complete the audits and be able to rerun the computation module across all the classes of customers?*

*City Manager Cunningham responded that it should be another six to twelve months.*

*Councilman Clark asked if we could reduce the increase amounts on the prison to a 10% increase on Water and a 25% increase on the Sewer.*

*City Manager Cunningham stated that the City Council sets the rates; however, staff provides a recommendation of what the rates need to be in order to maintain the water and sewer systems and supply these city services to its customers.*

**Councilman Posey made a motion to approve Ordinance No. 2016-05-19B Amending the Schedule of Fees; Appendix A of the City of Overton Code of Ordinances with the proposed rate increases as submitted with the stipulation that within the next twelve (12) months that the water and sewer rates be reevaluated for all classes of customers and if any reduction in rates are due to anyone that city staff present an ordinance that will lower the rates accordingly.**

**Councilman Williams seconded the motion.**

**Mayor Evans called for discussion from Council.**

*Mayor Pro Tem Cox asked if the Council should not delay the vote for another thirty (30) days.*

*City Manager Cunningham responded there is no reason to delay the vote; there is no more data at this point to review that would impact this recommendation.*

**Mayor Evans called for any additional comments or discussion.**

**There being no further discussion, the Mayor called for a vote.**

**Motion carried 3 – 1 – 0; Councilman Clark Opposed and Councilman Davis absent.**

## **V. PUBLIC HEARING**

- *Mayor Evans opened the public hearing at 7:35 p.m.*

*Mayor Evans introduced Agenda item V.1 by reading the caption, then stated that consideration would begin with a report from the City Secretary.*

1. City Council to hear public comments regarding **first** reading of **Ordinance No. 2016-DRAFT**; an Ordinance of the City Council of the City of Overton, Texas; an Ordinance amending Ordinance No. 2014-10-07A Chapter 96 City of Overton Zoning Ordinance; Section 6; District "SF" Single Family Residential and Section 7; District "MF" Multi-Family Residential, by adding Minimum Area Per Dwelling Unit Standards; and amending Section 2.34, the definition of Multiple-Family Dwelling, , providing for a penalty of up to \$500.00, as defined in Appendix B "Schedule of

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Fines” of the Overton Code of Ordinances, a repealer, a severability clause, providing for publication and an effective date.

*City Secretary Gafford presented staff report.*

**Mayor Evans recognized Dudley Hickman, 610 Garland Street, to address City Council.**

*Dudley Hickman opened by stating that he wanted to be sure that City Council was aware that when the Council had adopted the Zoning Ordinance amendment with the Allowable Use Schedule in it in 2014 that a Manufactured Modular Home was defined under section 30.2.10 and that they would only be allowed in a Manufactured Home Park (or zoning district). He went on to say that wouldn't the “Tiny House” that was moved in on Lamar Street meet that definition.*

*City Secretary Gafford responded not necessarily, there would be several factors that may cause this not to meet a “Manufactured Modular Home”; however, the proposed Ordinance to limit the size dwelling living area allowable being added to the Zoning Ordinance would better protect property owners property valuations.*

**City Gafford stated that the Planning and Zoning Commission, has voted to make a recommendation to City Council for approval of Ordinance No. 2016-08-18A; 4 – 0 -0; with the proposed minimum size dwelling living area for Single Family Residential and Multi-Family Residential zoning districts to be as follows:**

**Section 6.05 – MINIMUM AREA PER DWELLING UNIT”**

<b>Zoning District</b>	<b>Lot Size</b>	<b>Minimum Sq. Ft. of Living Area</b>	<b>Maximum Building(s) Footprint</b>
SF	Lots with 6,000 sq. ft. or more	1,000 sq. ft.	40% lot coverage
SF	Lots with less than 6,000 sq. ft.	750 sq. ft.	40% lot coverage

**That Section 7.05 of the Comprehensive Zoning Ordinance of the City of Overton shall be hereby amended to add the following:**

**“Section 7.05 – MINIMUM AREA PER DWELLING UNIT”**

<b>Zoning District</b>	<b>Lot Size</b>	<b>Minimum Sq. Ft. of Living Area</b>	<b>Maximum Building(s) Footprint</b>
MF	Lots with 6,000 sq. ft. or more	600 sq. ft. per dwelling unit (each additional bedroom must be a minimum of 100 additional sq. ft.)	40% lot coverage
MF	Lots with less than 6,000 sq. ft.	500 sq. ft. per dwelling unit; (each additional bedroom must be a minimum of 100	40% lot coverage

		additional sq. ft.)	
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- **Mayor Evans closed the public hearing at 7:47 p.m. OLD BUSINESS**

## **VI. OLD BUSINESS**

1. Present revised meeting schedule for the City Council as updated July 8, 2016.

*City Manager Cunningham presented the revised meeting calendar through August to Council.*

*City Council discussed the meeting schedule and determined that a quorum should be able to be met for each of the August meetings.*

- a **Mayor asked if anyone needed to request a leave of absence from any Council Member for future meetings.**

**Mayor Pro Tem Cox stated that he would have to look at his September calendar for conflicts but would contact City Secretary Gafford if he had any work conflicts with the September schedule.**

## **VII. NEW BUSINESS**

1. City Council to hear, review, consider and/or take action on **Resolution No. 2016-07-14A**; a Resolution to authorize the City of Overton to join The Local Government Cooperative by executing an Inter-local Participation Agreement as authorized by Section 271.101, et seq., of the Texas Local Government Code.

**Mayor Evans introduced Agenda item VII.1 by reading the caption, then stated that consideration would begin with a report from the City Manager.**

*City Manager Cunningham stated that this Resolution would authorize the Mayor, on behalf of the City, to renew our membership with the Buy Board to avoid having to go out to bid on certain purchasing items if listed on the Buy Board.*

**Councilman Williams offered a motion to approve the Resolution No. 2016-07-14A as presented.**

**Mayor Pro Tem Cox seconded the motion.**

**Mayor Evans called for discussion, no discussion**

**Mayor Evans called for a vote.**

**Motion carried 4 – 0 - 0; Councilman Davis absent.**

2. City Council to hear, review, consider and/or take action on **Resolution No. 2016-07-14B**; a Resolution authorizing the City's application to the Texas Facilities Commission Federal Surplus Property Program (FSP) for the purpose of purchasing surplus federal property through said program.

**Mayor Evans introduced Agenda item VII.2 by reading the caption, then stated that consideration would begin with a report from the City Manager.**

*City Manager Cunningham stated that this Resolution would authorize the Mayor, on behalf of the City, to renew our membership in the Federal Surplus Property Program to purchased used Federal Surplus Equipment (such as Generators).*

**Mayor Pro Tem Cox offered a motion to accept the Resolution No. 2016-07-14B as presented.**

**Councilman Posey seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 4 – 0 - 0; Councilman Davis absent.**

3. City Council to hear, review, consider and/or take action on **Resolution No. 2016-07-14C**; a Resolution authorizing the Mayor to execute the Section 125 Flex Plan Service Agreement with TML Multistate intergovernmental Employee Benefits Pool for the Plan Year October 1, 2016 at 12:01 A.M. through September 30, 2017.

*Mayor Evans introduced Agenda item VII.3 by reading the caption, then stated that consideration would begin with a report from the City Secretary.*

*City Secretary Gafford stated that this Resolution would authorize the Mayor, on behalf of the City, to implement the Flexible Spending Plan for the Employees insurance that was voted on by Council in June. The resolutions were not submitted for approval by TML\_IEBP in June.*

**Councilman Posey offered a motion to accept the Resolution No. 2016-07-14C as presented.**

**Mayor Pro Tem Cox seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 4 – 0 - 0; Councilman Davis absent.**

4. City Council to hear, review, consider and/or take action on **Resolution No. 2016-07-14D**; a Resolution authorizing the Mayor to execute the Cobra Continuation of Coverage Agreement with TML Multi-state Intergovernmental Employee Benefits Pool for Coverage Year October 1, 2016 at 12:01 A.M. through September 30, 2017.

*Mayor Evans introduced Agenda item VII.4 by reading the caption, then stated that consideration would begin with a report from the City Secretary.*

*City Secretary Gafford stated that this Resolution would authorize the Mayor, on behalf of the City, to implement an Agreement with TML\_IEBP to administer the (COBRA) Continuation of Coverage mandate to offer coverage to employees who separate from employment from the City.*

**Mayor Pro Tem Cox offered a motion to accept the Resolution No. 2016-07-14D as presented.**

**Councilman Posey seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 4 – 0 - 0; Councilman Davis absent.**

**VIII. CITY ADMINISTRATION'S MONTHLY REPORTS**

- 1. Fire Department Monthly Report
- 2. Police Department Monthly
- 3. Department of Finance Monthly Report
- 4. City Manager's Monthly Report

*City Manager Cunningham presented monthly departmental reports.*

*No Action Taken*

**VIII. ADJOURNMENT**

**Councilman Clark made a motion to adjourn.**

**Councilman Posey seconded the motion.**

**Mayor Evans called for a vote.**

**Motion carried 4 – 0 - 0; Councilman Davis absent.**

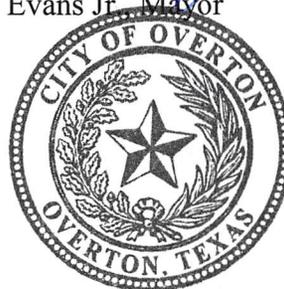
With no further business, the meeting was adjourned at 8:20 P. M.

Minutes approved and submitted and/or corrected this 11<sup>th</sup> day of August, 2016.

C. R. Evans Jr., Mayor

Attested by:

Charles Cunningham, City Manager



THE UNITED STATES OF AMERICA  
DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM FOR THE DIRECTOR

DATE: 10/15/54  
SUBJECT: [Illegible]

[Illegible text]



Attachment A

City of Overton

ORDINANCE NO. 2016-05-19B

ORDINANCE NO. 2016-05-19B

APPENDIX A
City of Overton - Schedule of Fees

AN ORDINANCE AMENDING ORDINANCE NO. 2014-07-29B - "APPENDIX A" CITY OF OVERTON - SCHEDULE OF FEES, BY UPDATING FEES IMPOSED BY THE CITY FOR WATER AND SEWER AND OTHER CITY SERVICES; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, it is desirable that the departments of the City of Overton providing service to residents and businesses remain on a sound financial basis and said services are provided in a fair and equitable manner; and

WHEREAS, it is necessary that the provisions, policies and fees for the services provided by the City be amended in order that departments of the City of Overton remain on a sound financial basis and provide said services in a fair and equitable manner; and

WHEREAS, an analysis was made of certain water and sewer rates for "Commercial 3" customers that are designed to cover the costs of services to this class of customer in a fair and equitable manner based on the demands said customer places on the system; and

WHEREAS, an analysis was made of certain permits required for construction projects performed within the City of Overton to determine appropriate fees to cover the costs of processing the permits and maintaining required records for said projects;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS;

SECTION 1: That the City of Overton hereby adopts amendments to Section K.4, subsection K.4.1 and K.4.2 (Water Rates - Commercial 3: Meter size >= 6"); Section N.4, subsections N.4.1 and N.4.2 (Sewer Rates - Commercial 3: Meter size >= 6"); Section U.3(Contractor Permits)-subsections U3.1 through U3.9; Section U.4,(Fence and Retaining Wall Permits)- subsection U.4; Section U.6,(Swimming Pool and Spa Permits)- subsections U.6.1 through U.6.3; and Section U.7, (Building Permits) - subsections U.7.1 and U.7.2 of the schedule of fees attached hereto and incorporated herein as Exhibit "A", updating fees imposed by the city for water, sewer and other city permitting services.

SECTION 2: That this Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Overton, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Overton or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances are hereby repealed. That all

City of Overton

ORDINANCE NO. 2016-05-19B

ordinances or parts of ordinances in conflict herewith be, and the same are hereby, repealed to the extent of such conflict.

SECTION 3: Should any provision of the Ordinance be held invalid or unconstitutional the remainder of such Ordinance shall not be deemed to affect the validity of any other provision of said Ordinance.

SECTION 4: That the provision of all City services outside the city limits, including sewer and garbage, as they may be available, are allowed, only when they accompany an active water meter account, within the same guidelines as are required for those services provided within the city limits of the City of Overton.

SECTION 5: The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clauses of this Ordinance as an alternative method of publication provided by law.

SECTION 6: This Ordinance shall take effect August 1, 2016.

PRESENTED ON FIRST READING on the 19th day of May, 2016

PRESENTED ON SECOND READING AND APPROVED ON THIS 14th DAY OF July, 2016 BY A VOTE OF 3 AYES, 1 NAYS 0 ABSTENTIONS, AT A REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS.

CITY OF OVERTON

C.R. Evans, Jr., Mayor

ATTEST:

Rachel Gafford, City Secretary



APPROVED AS TO FORM AND LEGALITY:

Blake Thompson, City Attorney

City of Overton

ORDINANCE NO. 2016-05-19B

**EXHIBIT A**

**“APPENDIX A”**

**CITY OF OVERTON  
SCHEDULE OF FEES  
As amended herein**

Adopting Ordinance – 2014-07-29B  
Amending Ordinance – 2014-11-20A  
Amending Ordinance – 2015-01-15A  
Amending Ordinance -2015-12-17A  
Amending Ordinance -2016-05-19C  
Amending Ordinance -2016-05-19B

**APPENDIX A  
CITY OF OVERTON - SCHEDULE OF FEES  
ORD. NO. 2014-07-29B**

Amended by **ORDINANCE 2016-05-19B**

SECTION	ACTIVITY	FEES, RATES OR CHARGES		ORD. NO.
K	<b>WATER RATES</b>	Charges Effective 6/30/2016	Charges Effective 8/1/2016	Amending Ordinance

K.4	<b>COMMERCIAL 3: METER SIZE ≥ 6"</b>			
K.4.1	Base Rate - Consumption in billing period of < 1,000,000 gallons	\$7,994.50	\$10,139.00	2016-05-19B
K.4.2	Volume Rate per 1,000 gallons of consumption in billing period in excess of 1,000,000 gallons	\$4.75 per 1,000 gal.	\$5.20 per 1,000 gal.	2016-05-19B

SECTION	ACTIVITY	FEES, RATES OR CHARGES		ORD. NO.
N	<b>SEWER RATES</b>	Charges Effective 7/31/2016	Charges Effective 8/1/2016	Amending Ordinance
N.4	<b>COMMERCIAL 3: METER SIZE ≥ 6"</b>			
N.4.1	Base Rate - Consumption in billing period of < 1,000,000 gallons	\$7,994.50	\$11,145.00	2016-05-19B
N.4.2	Volume Rate - per 1,000 gallons of consumption in billing period in excess of 1,000,000 gallons	\$4.75 per 1,000 gal.	\$6.00 per 1,000 gal.	2016-05-19B

SECTION	ACTIVITY	FEES, RATES OR CHARGES		ORD. NO.
U.3	<b>CONTRACTOR PERMITS</b>	Charges Effective 7/31/2016	Charges Effective 8/1/2016	Amending Ordinance
U.3.1	Electrical Permit - Fee is based on per inspection required <i>Electrical Rough - Electrical Power - Electrical Final</i>	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	1st Inspection - \$75.00 2nd Inspection - \$65.00 3rd Inspection - \$65.00	2016-05-19B
U.3.2	Irrigation Permit - Fee is based on per inspection required	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	1st Inspection - \$75.00 2nd Inspection - \$65.00 3rd Inspection - \$65.00	2016-05-19B
U.3.3	Mechanical Permit - Fee is based on per inspection required <i>Mechanical Rough - Mechanical Final</i>	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	1st Inspection - \$75.00 2nd Inspection - \$65.00 3rd Inspection - \$65.00	2016-05-19B
U.3.4	Plumbing Permit - Fee is based on per inspection required <i>Plumbing Rough - Plumbing Top Out - Plumbing Final</i>	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	1st Inspection - \$75.00 2nd Inspection - \$65.00 3rd Inspection - \$65.00	2016-05-19B
U.3.5	Private Sewer System Permit - Fee is based on per inspection	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	1st Inspection - \$75.00 2nd Inspection - \$65.00 3rd Inspection - \$65.00	2016-05-19B
U.3.6	Water Heater Permit	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	\$75.00	2016-05-19B
U.3.7	Gas Test	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	\$75.00	2016-05-19B

**APPENDIX A  
CITY OF OVERTON - SCHEDULE OF FEES  
ORD. NO. 2014-07-29B**

U.3.8	Reset Electric Meter - Gas Meter	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	\$75.00	2016-05-19B
U.3.9	HVAC Change Out	\$10.00 per \$1,000 of cost of work to be performed (\$75.00 Minimum Fee)	\$75.00	2016-05-19B

SECTION	ACTIVITY	FEES, RATES OR CHARGES		ORD. NO.
U.4	FENCE & RETAINING WALL PERMITS	Charges Effective 6/30/2016	Charges Effective 8/1/2016	Amending Ordinance
U.4.1	Residential Fence over 7'	\$50.00	\$75.00	2016-05-19B

SECTION	ACTIVITY	FEES, RATES OR CHARGES		ORD. NO.
U.6	SWIMMING POOL & SPA PERMITS	Charges Effective 7/31/2016	Charges Effective 7/1/2016	Amending Ordinance
U.6.1.	In Ground Swimming Pool	\$150.00	\$150.00 + 30% Plan Review Fee	2016-05-19B
U.6.2	Permanent - Above Ground Swimming Pool (over 24" deep)	\$75.00	\$75.00 + 30% Plan Review Fee	2016-05-19B
U.6.3	Temporary - Above Ground Swimming Pool (over 24" deep)	New	\$25.00	2016-05-19B
U.6.4	Spa Permit	\$75.00	\$75.00 + 30% Plan Review Fee	2016-05-19B

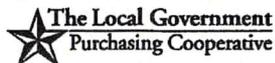
SECTION	ACTIVITY	FEES, RATES OR CHARGES		ORD. NO.
U	<u>BUILDING PERMITS (Cont.)</u>	Charges Effective 7/31/2016	Charges Effective 8/1/2016	Amending Ordinance
U.7	<b>OTHER PERMITIS</b>			
U.7.1	Certificate of Occupancy	\$100.00	\$200.00	2016-05-19B
U.7.2	Operating a Business without a Certificate of Occupancy	\$200.00	\$300.00	2016-05-19B

**TABLE 1: BUILDING PERMIT FEES**

TOTAL JOB VALUATION	PERMIT FEE
\$1.00 to \$500.00	\$75.00
\$501.00 to \$2000.00	\$100.00 for the first \$500.00 plus \$3.25 for each additional \$1000.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$125.00 for the first \$2,000.00 plus \$14.00 for each additional \$1000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$405.00 for the first \$25,000.00 plus \$10.60 for each additional \$1000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$675.00 for the first \$50,000.00 plus \$7.35 for each additional \$1000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,045.00 for the first \$100,000.00 plus \$5.90 for each additional \$1000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$3,9545.00 for the first \$500,000.00 plus \$5.00 for each additional \$1000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,888.40 for the first \$1,000,000.00 plus \$3.35 for each additional \$1000.00, or fraction thereof
<b>OTHER INSPECTIONS &amp; FEES</b>	
Inspections outside normal business hours (Minimum 2 hour charge)	75.00 per hour
Re-Inspection Fee	75.00 per hour
Inspections for which no fee is specifically indicated (Minimum one-half hour)	75.00 per hour
Additional plan review required by changes, additions or revisions to plans	\$250.00 Commercial & Multi-Family \$100.00 Residential
For use of outside consultants for plan review and inspections or both.	Actual Costs

Attachment B

RESOLUTION NO. 2016-07-14A



BOARD RESOLUTION

of

CITY OF OVERTON, TEXAS

(Name of Local Government)

Cooperative Member

WHEREAS, the City of Overton, Texas, (hereinafter "Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act");

WHEREAS, City of Overton, Texas, has elected to be a Cooperative Member in the The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, et seq., of the Texas Local Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in an Interlocal Participation Agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Member requests that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, in the Cooperative's purchasing program and select vendors for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member authorizes its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by City of Overton, Texas, on the 14th day of July, in (Name of Local Government) the year 2016, and that the same now appears of record in its official minutes.

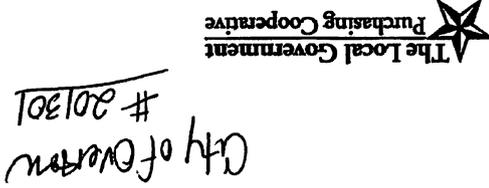
City of Overton, Texas, Cooperative Member (Name of Local Government)

By: C.P. Evans, Jr., Date: 7/14/2016 Authorized Representative

Mayor (Title)



ATTEST: Secretary of the Board Date: 7/14/2016



**INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

**1. RECITALS**

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and  
WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and  
WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economic, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

**II. TERMS AND CONDITIONS**

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.

2. Term. The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice.

which will be effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

**3. Termination.**

(a) By the Cooperative Member. This Agreement may be terminated by the Cooperative Member by any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.

(b) By the Cooperative. The Cooperative may terminate this Agreement by:

- (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
- (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) Termination Procedures. If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

**4. Payments by Cooperative Member.**

(a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.

(b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of

the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distributions.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notices.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Complies with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
- a) It meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.
  - b) The functions and services to be performed under the Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing.
  - c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - e) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
  - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
  - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including,

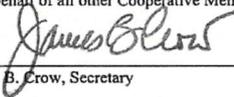
but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

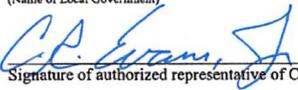
IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,  
as acting on behalf of all other Cooperative Members

By:  Date: 7-25-16  
James B. Crow, Secretary

**TO BE COMPLETED BY COOPERATIVE MEMBER:**  
*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

City of Overton, Texas  
(Name of Local Government)  
By:  Date: 7/14/2016  
Signature of authorized representative of Cooperative Member  
C. R. Evans, Jr.  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is: Charles Cunningham  
Name  
City Manager  
Title  
1200 S. Commerce Street  
Mailing Address  
Overton  
City  
Texas, 75684  
(zip)  
903-834-3171  
Telephone  
903-834-3172  
Fax  
ccunningham@ci.overton.tx.us  
Email



Attachment C

City of Overton

Resolution No. 2016-07-14B  
Page 1 of 7

City of Overton

Resolution No. 2016-07-14B  
Page 2 of 7

**RESOLUTION NO: 2016-07-14B**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS, AUTHORIZING THE CITY'S APPLICATION TO THE TEXAS FACILITIES COMMISSION FEDERAL SURPLUS PROPERTY PROGRAM (FSP) FOR THE PURPOSE OF PURCHASING SURPLUS FEDERAL PROPERTY THROUGH SAID PROGRAM.**

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, INTRODUCED, READ AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 14th DAY OF JULY, 2016.

WHEREAS, the City of Overton, Texas desires to participate in the Federal Surplus Property Program(FSP) as administered by and under the State of Texas Facilities Commission; and

WHEREAS, in order to participate in this program the City is required to authorize execution of certain agreements and assurances that are required for enrolling in and exercising the rights of participation; and

WHEREAS, the City Council is of the opinion that participation in this program will be highly beneficial to the taxpayers of the City of Overton, through efficiencies and potential savings to be realized;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT:

Section 1: The City Council of the City of Overton authorizes submittal of the "Application for Eligibility" as shown in Attachment A and execution by the Mayor of Overton.

Section 2: The City Council of the City of Overton authorizes submittal of the "Authorized Representatives" form as shown in Attachment B and execution by the Mayor of Overton.

Section 3: The City Council of the City of Overton authorizes submittal of the "Nondiscrimination Assurance" form as shown in Attachment C and execution by the Mayor of Overton.

Section 4: The City Council of the City of Overton authorizes submittal of the "Donee Certifications and Agreements" form as shown in Attachment D and execution by the Mayor of Overton.

Section 5: The City Council of the City of Overton authorizes submittal of the Property Compliance Period" form as shown in Attachment E and execution by the Mayor of Overton.

Section 6: All Attachments submitted herewith are incorporated herein for all purposes.



CITY OF OVERTON  
*C.R. Evans, Jr.*  
C.R. Evans, Jr., Mayor

ATTEST:

*Rachel Gafford*  
Rachel Gafford, City Secretary

*Blake Thompson*  
Blake Thompson, City Attorney

City of Overton

ATTACHMENT A

Resolution No. 2016-07-14B

Page 3 of 6

TEXAS FACILITIES COMMISSION  
 FEDERAL SURPLUS PROPERTY PROGRAM (FSP)  
 P.O. Box 13047, Austin, Texas 78711  
 TEL: (512) 463-4551 - FAX: (512) 236-6173  
 EMAIL: federal\_surplus@tfc.state.tx.us  
 www.tfc.state.tx.us/surplus/index.html

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM  
 TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 101-44.207)

See pages 7-11 for list of required supporting documentation that must be submitted with application.

All donees must reapply every three (3) years. To reapply, a donee must submit a completed Application for Eligibility along with all required supporting documentation.

SECTION I: Provide the full legal name of your organization on the first line of this section. Provide the Federal Employer ID#. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service, including the nine-digit Zip Code. Provide the street address, if different from mailing address, or provide directions if located on a rural route or in other remote area. List a business telephone number with area code, and a fax number. Provide the fiscal year ending date and an email address. E-mail addresses provided will receive broadcast e-mails about account status, new arrivals, specials and discounts.

SECTION II: Check the appropriate box that describes your organization.

SECTION III: Check the appropriate box or boxes (check as many as apply) that indicate the type or purpose of your organization. If you are unable to determine which status to check, please contact this office for assistance. Please see pages 7-11 for additional requirements for specific types of organizations.

SECTION IV: Indicate source(s) of funding for your organization and provide supporting documentation if appropriate. Depending on your organization type, you may need to include a comprehensive written description of all programs or services and a description of the operational facilities. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.

SECTION V: Nonprofit organizations must provide a copy of current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501(C) of Internal Revenue Code. The name of the organization on this IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence such as amendments to Articles of Incorporation, or Assumed Name filing certificates to establish an audit trail or names showing the legal connection. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) and VFDs are not required to submit documentation for this section.

SECTION VI: Nonprofit organizations are required to submit evidence that they are currently approved, accredited or licensed by a nationally recognized accrediting or licensing organization. Recreation, social service, referral only, religious and counseling service programs are not eligible to participate in the program. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, and public schools) and VFDs are not required to submit additional documentation for this section.

SECTION VII: Annotate date and provide an original signature of applicant's Authorizing Official (i.e. County Judge, Mayor, City Manager, Superintendent, Fire Chief, Executive Director, CEO/President, Board Chairman, or other person with executive authority to execute legal documents for the applicant). Applications submitted by counties must be signed by the County Judge. Type or print the name and title of authorizing official on the lines provided.

NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CALL (512) 463-4551.

SEND ALL APPLICATIONS TO:  
 Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION  
 FEDERAL SURPLUS PROPERTY PROGRAM  
 P.O. BOX 13047, AUSTIN, TX 78711-3047  
 TEL: 512-463-4551 FAX: 512-236-6173  
 EMAIL: federal\_surplus@tfc.state.tx.us

SIGNATURE FROM AUTHORIZING OFFICIAL IS REQUIRED ON PAGES 2 - 6

ATTACHMENT B

TEXAS FACILITIES COMMISSION  
 FEDERAL SURPLUS PROPERTY PROGRAM (FSP)  
 P.O. Box 13047, Austin, Texas 78711  
 TEL: (512) 463-4551 - FAX: (512) 236-6173  
 EMAIL: federal\_surplus@tfc.state.tx.us  
 www.tfc.state.tx.us/surplus/index.html

APPLICATION FOR ELIGIBILITY

PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK WHERE APPROPRIATE

I. ORGANIZATION NAME & INFORMATION: Payments must be in the name of donee or parent company.

City of Overton, TX	75-6000630		
LEGAL NAME OF ORGANIZATION	FEDERAL EMPLOYER ID		
1200 South Commerce Street	Overton	TX	75684
STREET ADDRESS	CITY	STATE	ZIP CODE
1200 South Commerce Street	Overton	TX	75684
MAILING ADDRESS (P.O. Box #)	CITY	STATE	ZIP CODE
Rusk / Smith	903-834-3171	903-834-3174	
COUNTY	TELEPHONE #	FAX #	

FISCAL YEAR END DATE: September 30th EMAIL: admin@ci.overton.tx.us

II. APPLICANT STATUS (CHECK ONE):

- Public Agency, including Public Schools (Tax Supported)  SBA 8(a) Business Development Program  
 Nonprofit, tax-exempt Organization

III. TYPE OR PURPOSE OF ORGANIZATION: (see pages 7-11 for requirements for specific types of organizations)

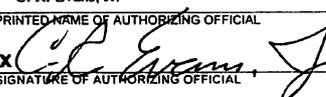
- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> City                                 | <input type="checkbox"/> Child Care Center                   | <input type="checkbox"/> Program Funded for Older Americans         |
| <input type="checkbox"/> County  | <input type="checkbox"/> Preschool                           | <input type="checkbox"/> Provider of Assistance to the Homeless     |
| <input type="checkbox"/> State Agency                                    | <input type="checkbox"/> Elementary School                   | <input type="checkbox"/> Provider of Assistance to the Impoverished |
| <input type="checkbox"/> Conservation (soil, water, or utility district) | <input type="checkbox"/> Middle or High School               | <input type="checkbox"/> Emergency Services District                |
| <input type="checkbox"/> Economic Development                            | <input type="checkbox"/> School District                     | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad  |
| <input type="checkbox"/> Library   | <input type="checkbox"/> College or University               | <input type="checkbox"/> Public Safety (specify) _____              |
| <input type="checkbox"/> Museum  | <input type="checkbox"/> Clinic or Hospital                  | <input type="checkbox"/> Veterans' Organization                     |
| <input type="checkbox"/> Zoo or Aquarium                                 | <input type="checkbox"/> Other health center (specify) _____ | <input type="checkbox"/> Service Educational Activity               |
| <input type="checkbox"/> Radio or TV Station                             | <input type="checkbox"/> SBA 8(a) Business                   | <input type="checkbox"/> Other _____                                |

IV. SOURCE(S) OF FUNDING:  Tax-supported  Grants  Contributions  Other Utility Services Provided

V. (For non-profit organizations only) HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986?  Yes  No

VI. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED?  Yes  No  
 IF YES, BY WHAT AUTHORITY? Subdivision of the State of Texas

VII. SIGNATURE & TITLE OF AUTHORIZING OFFICIAL FOR ORGANIZATION (ex. Mayor, County Judge, Superintendent, President, CEO, Fire Chief)

C. R. Evans, Jr. Mayor  
 PRINTED NAME OF AUTHORIZING OFFICIAL TITLE  
  
 SIGNATURE OF AUTHORIZING OFFICIAL DATE 7/14/2016

ATTACHMENT C

**AUTHORIZED REPRESENTATIVES**

- I. An "Authorized Representative" is a person from your organization that has been authorized to sign for the release of property on the organization's behalf.
- II. All representatives listed in any prior applications or account updates will be deleted from the account.
- III. An authorized representative must sign in the provided space below in order to sign for the release of property. Only those representatives listed on this application with a valid signature will be allowed to acquire property. All others listed below may visit our warehouse locations and will be included in email broadcasts from our office, but will not be able to sign for the release of property.
- IV. Valid driver's license or state issued photo identification required prior to entering state or federal facilities.
- V. If you wish to have the Authorizing Official included as an Authorized Representative on your account, please be sure to include him/her in the list below.

NAME	TITLE	TELEPHONE and EMAIL ADDRESS	Authorized Representative's Signature
(example) John Doe	County Judge	(512) 123-4567 John.doe@gmail.com	John Doe
Charles L. Cunningham	City Manager	(903) 834-3171 ccunningham@ci.overton.tx.us	<i>Charles Cunningham</i>
Clyde Carter	Chief of Police	(903) 834-3145 ccarter@ci.overton.tx.us	<i>Clyde Carter</i>
Rachel Gafford	City Secretary	(903) 834-3171 rgafford@ci.overton.tx.us	<i>Rachel Gafford</i>
Paul Everett	PW Superintendent	(903) 834-3171 p.everett@ci.overton.tx.us	<i>Paul Everett</i>

The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions

City of Overton  
 NAME OF APPLICANT ORGANIZATION  
 C. R. Evans, Jr.  
 PRINTED NAME OF AUTHORIZED OFFICIAL  
 7/14/2016  
 DATE  
 SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

SEND ALL APPLICATIONS TO  
 Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION  
 FEDERAL SURPLUS PROPERTY PROGRAM  
 P.O. BOX 13047  
 AUSTIN, TX 78711-3047  
 TEL: (512) 463-4551 - FAX: (512) 236-6173  
 EMAIL: Federal\_surplus@tfc.state.tx.us

ATTACHMENT D

**NONDISCRIMINATION ASSURANCE**

City of Overton \_\_\_\_\_ the donee, agrees that the program for or in connection with  
 (Legal Name of Organization)

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: Rusk & Smith Counties

*C.R. Evans, Jr.*  
 SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent) 7/14/2016  
 DATE

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ATTACHMENT E

DONEE CERTIFICATIONS & AGREEMENTS

(b) THE DONEE CERTIFIES THAT:

(1) It is a public agency or a nonprofit institution or organization, exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1954, within the meaning of section 2030(b) of the Federal Property and Administrative Services Act of 1949, as amended, under the regulations of the General Services Administration (GSA).

(2) It is a public agency, the property is needed and will be used by the recipient for carrying out the purposes of the program for which the property is being donated, and the recipient has conducted research for any such purpose, or for programs for other individuals, or SBA or SBA organizations, or assistance to nonfederal/ nonproliferated. The property is not being acquired for any other use or purpose, or for sale or other disposition, or for permanent use outside the State, except with prior approval of the State agency and GSA.

(3) The transaction shall be subject to the nonprocurement regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 604 of the Rehabilitation Act of 1973, as amended. Title VI of the Education Amendments of 1972, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and 42 CFR 101.40-101.44. The recipient shall provide GSA officials, upon request, with enough information to determine compliance with applicable child labor laws. Data is collected for those donors who: (1) are eligible to participate in the FIP Program; (2) have actually participated in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All terms of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is in good condition and suitable for use. The donee shall be responsible for the cost of such disposal.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its employee shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) From the date it receives the title to the property, the donee shall release such property to such person as the State agency shall direct.

(2) The donee shall be responsible for the cost of such disposal.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its employee shall direct.

(e) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the title to the property, the donee shall release such property to such person as the State agency shall direct.

(2) The donee shall be responsible for the cost of such disposal.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its employee shall direct.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is" basis. The donee shall be responsible for the cost of such disposal.

(2) Where a donee carries insurance against damage to or loss of property due to fire, theft, lightning, judgment, coins, diamonds, sub, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(3) Where a donee carries insurance against damage to or loss of property due to fire, theft, lightning, judgment, coins, diamonds, sub, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition, the donee shall be responsible for the cost of such disposal.

(4) The donee shall be responsible for the cost of such disposal.

(5) The donee shall be responsible for the cost of such disposal.

(g) THE DONEE CERTIFIES BY signing and submitting this form for proposal, the prospective lower bidder for participation, as defined in 41 CFR 101-6.8, certifies to the best of its knowledge and belief that it and its participants: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) Where the prospective lower bidder/participant is unable to verify to satisfy any of the above, such prospective participant shall state in explanation to this proposal;

(h) THE DONEE UNDERSTANDS that by execution of this document, it is considered a sub recipient of Federal financial assistance pursuant to the Single Audit Act of 1994 and further agrees to comply with the State agency with results of the audit required by OMB Circular A-133.

7/14/2016

DATE

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

Page 3 of 11

ATTACHMENT F

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold or transferred.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- All property must be placed into use within the first year of possession.
- Property valued at less than \$5,000 in original cost - the compliance period is 12 months from the date put into use.
- All vehicles and property valued at more than \$5,000 in original cost - the compliance period is 18 months from the date put into use.
- Aircraft and vessels longer than 50 feet - the compliance period is 60 months (5 years) from the date put into use.
- Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items.
- State and federal program staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented.
- If the property is not paid for, in full or is not being used or handled as required, the donee (program participant) will be required, at its expense, to return the property to TFC or another donee, as instructed by TFC.
- Property must be used and stored at the primary location listed on Page 2 of this Application, or at other appropriate donee-managed satellite locations (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not intended for personal use; it must be readily accessible to all donee staff.
- During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA.
- If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Program participants are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page five.

If applying as an SBA 8(a) business I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

7/14/2016  
DATE

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

TEXAS FACILITIES COMMISSION  
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SEND ALL APPLICATIONS TO:  
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Page 6 of 11

**DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS**

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or [federal\\_surplus@tfc.state.tx.us](mailto:federal_surplus@tfc.state.tx.us).

**Government or Public (Tax-Supported) Agency**

1. Public agency includes (a) State or department, agency, or instrumentality thereof; (b) Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or (c) Instrumentality created by contract or other agreement between states or political subdivisions. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety. For public agencies whose primary purpose is to provide services to homeless or impoverished persons, please see Pages 9-10.
2. Most tax-supported public agencies (including cities, counties, state agencies and public schools) are **NOT** required to submit any additional documentation. Others may be asked to submit proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status) and/or a narrative describing the services provided by the agency.

**Emergency Services District or Fire Prevention District**

1. Must receive dedicated tax funds.
2. Required additional documentation that must be submitted with application:
  - a. Letter from the chief/president that contains information on the department, including:
    - i. number of fireman
    - ii. training schedule
    - iii. area(s) covered
  - b. Charter, Organizing Document, or Other Evidence of Approval by Proper Government Authority (i.e. Commissioners Court/City Council Meeting Minutes, Articles of Incorporation)

**Volunteer Fire Department / Rescue Squad / Emergency Medical Services**

1. Must be funded annually in whole or part by state, county, city or emergency service district. Approved organizations in this category must submit the above funding information annually.
2. Required additional documentation that must be submitted with application:
  - a. Letter from the fire chief/president that contains information on the department, including:
    - i. number of fireman,
    - ii. training schedule, and
    - iii. area(s) covered.
  - b. Evidence that your department is endorsed by the state, county, city or emergency services district. This could be a letter of endorsement from the head of the proper government authority (i.e. county judge, city mayor/administrator) or a copy of current contract.
  - c. Evidence that your department currently receives public funding. Acceptable forms of supporting documentation include:
    - i. Line item budget from the state/city/county/ESD,
    - ii. Contract with the state/city/county/ESD to provide services, or
    - iii. Letter of endorsement from the head of the proper government authority (i.e. county judge, mayor).
  - d. Payment Account Information - Payment for property **must** be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes:
      1. Voided check or deposit slip,
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - e. Articles of incorporations, bylaws, charter or other organizing document (optional)

**Conservation**

1. Includes soil, water, irrigation, and other utility districts.
2. Required additional documentation that must be submitted with application:
  - a. Certificate of approval or charter from proper authority demonstrating you provide services to the public (i.e. Texas Commission on Environmental Quality Certificate of Convenience and Necessity)
  - b. Payment Account Information - Payment for property **must** be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes: (does not apply to public agencies)
      1. Voided check or deposit slip,
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Articles of incorporations, bylaws, or other organizing document (Optional)
  - d. Non-profits may provide an IRS letter certifying your tax-exempt status as a 501(C) non-profit. (Optional)

**DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS**

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or [federal\\_surplus@tfc.state.tx.us](mailto:federal_surplus@tfc.state.tx.us).

**SBA 8(a) Business**

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program
2. Required additional documentation that must be submitted with application: Letter from the U.S. Small Business Administration certifying your company as a member of the 8(a) Business Development Program.

**Education Organization (Non-Profit)**

1. Must be accredited or approved by nationally recognized accrediting agency (ex. Texas Education Agency, Southern Association of Colleges & Schools' Commission on Colleges) or the current recipient of research grants by a recognized authority such as the National Institute of Education, or by similar national advisory organization.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property **must** be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes:
      1. Voided check or deposit slip,
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Complete narrative about your organization, including:
    - i. course levels
    - ii. enrollment
    - iii. facilities
    - iv. staff information
  - d. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
  - e. Articles of incorporations, bylaws, charter or other organizing document (optional)
  - f. List of additional research grants awarded (optional)

**Museums, Libraries & Zoos**

1. Must be open to the public a minimum of 1,000 hours per year (1,000 hours **cannot** be by appointment).
2. Must have a minimum of one fulltime staff member or the equivalent (for example, one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
3. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property **must** be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes:
      1. Voided check or deposit slip,
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Complete narrative about your organization, including
    - i. brochures, pamphlets or website
    - ii. types of exhibits (if applicable)
    - iii. days and hours open to the public
    - iv. location (must provide street address)
  - d. Staff roster, including number of hours each staff member works per week (volunteer or paid).
  - e. Pictures of exhibits, signage, facilities, and posted hours of operation.
  - f. Articles of incorporations, bylaws, charter or other organizing document (optional)
  - g. Organizational Memberships (optional)

**DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS**

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or [federal.sub@tsc.state.tx.us](mailto:federal.sub@tsc.state.tx.us).

**Provider of Assistance to Older Americans**

1. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes:
      1. Voided check or deposit slip.
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Certification establishing that applicant is receiving state, federal or local government-appropriated funds for operation of older individual program under the Older American Act.
  - d. Complete narrative about your organization, including:
    - i. Description of services provided
    - ii. Overview of key staff and their qualifications
    - iii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly)
    - iv. Proof of current accreditation, approval or licensing (LAPAS02016) (i.e. medical center)
    - v. Articles of incorporation, bylaws, charter or other organizing document (optional)

**Provider of Assistance to Impoverished**

1. Services to the impoverished (as defined in section 673 of the Community Services Block Grant Act, 42 U.S.C. 9902) must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the impoverished is peripheral and incidental, the entity would not be eligible.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes: (does not apply to public agencies)
      1. Voided check or deposit slip.
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Latest Annual Financial Statement
  - d. Public Recognition as an Impoverished Assistance Provider: Provide letter of endorsement from an official (i.e. Mayor, Head of Welfare Dept., Social Services Director, county supervisor, head of agency that oversees program, etc.) indicating services provided by applicant. The letter must include the IRS Assessment. You may also include documented receipt of Federal/State Block Grant Funds for poverty programs, or proof of membership or affiliation with national organization that provides support for impoverished (i.e. Second Harvest National Food Bank Network, Habitat for Humanity, Salvation Army).
  - e. Complete narrative about your organization, including:
    - i. Comprehensive description of services (assistance to impoverished must be primary mission)
    - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly)
    - iii. Requirements for clients to be eligible to receive services, including any required fees.
    - iv. Description of facilities
    - v. Hours/days of operation
    - vi. Description of funding source(s) with supporting documentation
    - vii. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications
  - f. Description of how your organization determines if a person is eligible to receive assistance, and how your organization determines if that person is impoverished. Your organization's primary function must be provide money, goods, or services to families or individuals whose annual incomes are below the poverty line (as defined in section 673 of the Community Services Block Grant Act, 42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
  - g. Proof of current accreditation, approval or licensing (LAPAS02016) (i.e. child care or medical/health center).
  - h. Signed Articles of Incorporation, Bylaws, Charter or other organizing document
  - i. Brochures (or other printed materials) or link to website (Optional)

**DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS**

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or [federal.sub@tsc.state.tx.us](mailto:federal.sub@tsc.state.tx.us).

**Health Organization (Non-Health)**

1. Must be licensed, accredited or approved by nationally recognized accrediting or licensing agency (Ex. Texas Department of State Health Services) or the current recipient of research grants by a recognized authority such as the National Institutes of Health, or by similar national advisory council or organization.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes:
      1. Voided check or deposit slip.
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Complete narrative about your organization, including:
    - i. Description of services provided
    - ii. Number and type of patients served
    - iii. Description of facilities, including number of beds
    - iv. Overview of key staff and their qualifications
  - d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency (e.g. research grant from National Institutes of Health or similar national advisory organization).
  - e. Articles of incorporation, bylaws, charter or other organizing document (optional)
  - f. List of additional research grants awarded (optional)

**Provider of Assistance to Homeless Persons**

1. Services to the homeless must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the homeless is peripheral and incidental, the entity would not be eligible. Property donated must be used in a program primarily for homeless persons. Examples of eligible programs include:
  - a. Overnight, daytime and around-the-clock shelters
  - b. Shelters for battered spouses, abused children, and orphans
  - c. Halfway houses or transitional housing for temporary residence of homeless parolees, mental patients, and/or substance abusers.
  - d. Food banks that provide food directly to facilities where homeless people are fed may be eligible.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying your tax-exempt status as a 501(C) non-profit. IRS ruling letter must include current name and address.
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes: (does not apply to public agencies)
      1. Voided check or deposit slip.
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
  - c. Public Recognition as a Homeless Assistance Provider: Please provide a letter from a local city official (i.e. Mayor, Head of Welfare, Social Services Director, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include:
    - i. Occupancy permit or fire and safety inspection certificate
    - ii. Documented receipt of FEMA funds for Federal/State Block Grant Funds for homeless programs
  - d. Complete narrative about your organization, including:
    - i. Comprehensive description of services provided (assistance to homeless must be primary mission)
    - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly)
    - iii. Requirements for clients to be eligible to receive services, including any required fees.
    - iv. Description of funding source(s) with supporting documentation
    - v. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications
    - vi. Proof of current accreditation, approval or licensing (LAPAS02016) (i.e. child care or medical/health center).
    - vii. Signed Articles of Incorporation, Bylaws, Charter or other organizing document (Optional)
    - viii. Brochures (or other printed materials) or link to website (Optional)

**DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS**

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-4551 or [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us)

**Service Educational Activities**

1. The following Service Educational Activities (SEA) are eligible: American National Red Cross, Armed Services, YMCA of the USA, Big Brothers/Big Sisters of America, Boys and Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence In Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity In Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, Operation Raleigh, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, League/Marine Corps League.
2. Required additional documentation that must be submitted with application
  - a. Proof of association with the national organization (ex. Boy Scouts of America charter)
  - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes:
      1. Voided check or deposit slip,
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

**Veterans' Organizations**

1. Select veterans' service organizations are eligible for FSP following the passage of the FOR VETS Act of 2013.
2. For eligibility purposes, "Veterans Organizations" means organizations eligible to receive Federal surplus property for purposes of providing services to veterans under 40 U.S.C. 549(c)(3)(C). Eligible veterans organizations are those whose (1) membership comprises substantially veterans (at least 33%); and (2) representatives are recognized by the Secretary of Veterans Affairs under 38 U.S.C. 5902. The Department of Veterans Affairs maintains a searchable Web site of recognized organizations. The address is <http://www.va.gov/vac/apps/accreditation/index.asp>
3. Examples of organizations and its local chapters/districts that may be eligible: African American PTSD Association, American Ex-Prisoners of War, Inc., American GI Forum National Veterans Outreach Program, American Legion, AMVETS, Armed Forces Services Corporation, Army and Navy Union, U.S.A., Inc., Associates of Vietnam Veterans of America, Blind Veterans Association, Catholic War Veterans of the U.S.A., Inc., Disabled American Veterans, Fleet Reserve Association, Gold Star Wives of America, Inc., Italian American War Veterans of the United States, Inc., Jewish War Veterans of the U.S.A., Legion of Valor of the United States of America, Inc., Marine Corps League, Military Order of the Purple Heart, National Amputation Foundation, Inc., National Association for Black Veterans, Inc., National Association of County Veterans Service Officers, Navy Mutual Aid Association, Non Commissioned Officers Association of the U.S.A, Paralyzed Veterans of America, Polish Legion of American Veterans, U.S.A, The Retired Enlisted Association, United Spanish War Veterans, United Spinal Association, Inc., Veterans of Foreign Wars of the United States, Veterans of the Vietnam War, Inc. & the Veterans Coalition, Vietnam Era Veterans Association, and Vietnam Veterans of America.
4. Required additional documentation that must be submitted with application:
  - a. Complete narrative about your organization, including:
    - i. Description of services provided
    - ii. Percentage of membership comprised of veterans
    - iii. Facility information & location
  - b. Proof of affiliation with an eligible veterans organization recognized by the Secretary of Veterans Affairs under section 5902 of title 38 of the FORVETS Act of 2013 (see Dept. of Veterans website: <http://www.va.gov/vac/apps/accreditation/index.asp>)
  - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization.
    - i. Acceptable forms of supporting documentation includes
      1. Voided check or deposit slip,
      2. Copy of recent bank statement, or
      3. Letter from bank certifying account name and status.
    - ii. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

**SEND ALL APPLICATIONS TO:**

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION  
 FEDERAL SURPLUS PROPERTY PROGRAM  
 P. O. BOX 13047, AUSTIN, TX 78711-3047  
 TEL: 512-463-4551 FAX: 512-236-6173  
 EMAIL: [federal.surplus@tfc.state.tx.us](mailto:federal.surplus@tfc.state.tx.us)

Attachment C

**RESOLUTION NO: 2016-07-14C**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE SECTION 125 FLEX PLAN SERVICE AGREEMENT WITH TML MULTISTATE INTER-GOVERNMENTAL EMPLOYEE BENEFITS POOL (ATTACHMENT A) FOR THE PLAN YEAR OF OCTOBER 1, 2016 AT 12:01 A.M. THROUGH SEPTEMBER 30, 2017.

**City Of Overton**  
Overton, Texas

WHEREAS, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool"); and

WHEREAS, the undersigned Employer sponsors and employee benefits plan; and

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of the Section 125 Flex Plan Year is 10/01/2016 to 09/30/2017.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained in ATTACHMENT A, the undersigned Employer and the Pool agree to the terms as outlined in ATTACHMENT A.

INTRODUCED, READ AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 14<sup>th</sup> DAY OF JULY, 2016

CITY OF OVERTON

  
C. R. Evans, Jr., MAYOR



ATTEST:

  
Rachel Gafford, CITY SECRETARY

**ATTACHMENT A**

Service Agreement for Plan Administrator

This SERVICE AGREEMENT between the City of Overton, Texas, (Plan Sponsor) and TML MultiState Intergovernmental Employee Benefits Pool, (Plan Administrator) will be effective on 10/01/2016.

WITNESSETH:

Section I  
The Plan

1. The Plan Sponsor has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
2. The Plan Participants are the employees enrolled in the Plan.
3. All contributions to the Plan shall be deposited in the name of the Plan with a Bank designated by the Plan Administrator subject to approval of the Plan Sponsor if requested by the Plan Sponsor.
4. The Plan Sponsor agrees that a healthcare expense reimbursement arrangement is a health plan under Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Plan Sponsor agrees that it is the Plan Sponsor's, and not the Plan Administrator's, responsibility to ensure that its healthcare expense reimbursement arrangement plan, if any, is compliant with all relevant sections of HIPAA Title II or any other law.

Section II

The Plan Administrator

1. The Plan Administrator shall provide consulting services, and shall assist the Plan Sponsor in the administration of the Flexible Benefits Plan.
2. The Plan Administrator shall have the full responsibility for maintaining accounts for each eligible person electing to participate in the Plan. The Plan Administrator shall arrange for eligible claims payments from funds deposited by the Plan Sponsor as directed by their participating employees. The claims payments shall be made by the Plan Administrator by issuing a check or draft to the participant upon the Plan Bank Account, if such account is provided for this purpose, in an amount equal to the qualified charges from the submitted claim. The claims submitted by the Plan Participants shall be paid within ten days of receipt by the Plan Administrator.
3. To the extent that information is available to the Plan Administrator, the Plan Administrator shall assist the Plan Sponsor in the preparation of any report, tax return or similar papers required by state or the Federal Government pertaining to the operation or management of the Flexible Benefits Plan; however, the ultimate responsibility for filing any governmental document shall be with the Plan Sponsor.
4. The Plan Administrator shall render periodic reports to each participant, which shall include the following:
  - a. Receipts of the Participant's Plan Contributions;
  - b. Disbursement of Plan Contributions through claims payments; and
  - c. Statements of (a) and (b) above shall automatically be provided each Participant following the submission and payment of a qualified claim.

5. The Plan Administrator shall prepare a Plan Document for the Flexible Benefits Plan sponsored by the Plan Sponsor. The Plan Sponsor shall assume the responsibility of obtaining legal review of the Plan Document.
6. Unless otherwise provided, the Plan Administrator is authorized to do all the things necessary or convenient to carry out the terms and purposes of the Plan.

**Section III**  
**Procedure for Making and Payment of Claims for Benefits from the Fund**

1. Any covered person may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Plan Administrator. The applicant shall fully and truthfully complete such application for benefits and the applicant shall supply all such pertinent information including copies of paid receipts, as may be required under the Section 125 rules and specified by the Plan Administrator.
2. The Plan Administrator shall accept copies of any application for benefits made in the appropriate manner shall duly investigate and verify the statements made on the application and determine benefit eligibility. If the facts as stated in such application entitle the covered person to receive payment of benefits from the Plan, the Plan Administrator shall forthwith arrange for the proper payment.
3. Claim filings shall be mailed/faxed to the person or department designated by the Plan Administrator. If appropriate, claims could be submitted through the debit card transaction. Claims checks are processed each week. During the last month, eligible claims of any amount shall be processed by the Plan Administrator.
4. All Plan benefits processed by the Plan Administrator shall be mailed to the qualified Plan Participant within ten (10) days of approval.  
 If the Plan Administrator finds that the Plan Participant is not entitled to a claim payment under the Plan, the claim application shall be denied, all or in part, and returned to the Plan Participant with the Plan Administrator's reason for denial. The Plan Participant may appeal a denial by the Plan Administrator to the Plan Sponsor. The Plan Sponsor's determination is final and conclusive upon the covered person.
5. The Plan Administrator shall not be liable for any failure or refusal to pay or honor any application for benefits made pursuant to this Agreement; and to the extent allowed by law, the Plan Administrator must be indemnified by the Plan Sponsor for any liability related to its duties herein, and shall be reimbursed by the Plan Sponsor for any expense, loss, damage, or legal fees incurred by the Plan Administrator in defending any claims or demands made against the Plan Sponsor, the Plan Administrator or the Plan. This paragraph will not apply for any loss due to the gross negligence or willful misconduct of the Plan Administrator.

**Section IV**  
**Costs of Administrator**

1. The Plan Administrator shall be entitled to a fee or fees for its service to the Plan and, under this Agreement, the fee shall be paid in the form of an advance start-up costs, a pass through of printing or printing preparation costs and monthly service fee.

Item	Cost	Payable
Setup Fee	\$50.00/Group	One time(1)
Monthly Service Fee(2)	\$3.70/Participant Debit   \$5.00/Participant Paper	Monthly

Special Reports(3)	As agreed upon	30 days following receipt of report
Grace Period/Carryover Transition Fee	No additional charge	

1. One time set up fee for each group that enrolls in the Section 125 Flexible Spending Plan.
2. Monthly Service Fee includes:
  - a. processing contribution;
  - b. processing claims (review and verification);
  - c. paying claims (direct mail to employee);
  - d. paying dependent premium (if applicable);
  - e. employee fund balance statement with each reimbursement; and
  - f. statement of fund balances and projected year-end balance at close of Plan Year fourth quarter.  
 The flexible spending arrangement (FSA) participants have up to an additional two and a half (2½) months to spend money leftover in the FSAs at year's end on qualified health and dependent care expenses, pursuant to IRS Notice 2005-42. Expenses for qualified benefits incurred during the grace period may be paid or reimbursed from benefits or contributions remaining unused at the end of the immediately preceding plan year. Upon exhaustion of that benefit monies can be accessed from current year contributions. The period must not extend beyond the fifteenth (15th) day of the third calendar month after the end of the immediately preceding plan year to which it relates. The plan cannot permit cash-out or conversion of unused benefits or contributions, during the grace period, to any other taxable or nontaxable benefit. (Fourteen (14) months and fifteen (15) days before the amounts are forfeited under the "use it or lose it" authorization in Notice 2005-42 for the current cafeteria plan). If the employee at any time becomes covered under a high deductible health plan ("HDHP"), as prescribed by Section 223 of the Internal Revenue Code) with an accompanying health savings account ("HSA") then the FSA will automatically convert from a general purpose FSA to a post-deductible FSA for any amounts incurred when the HDHP is in effect. This means that expenditure for non-preventive medical costs will not be paid until the deductible for the HDHP has been met, and then only to the extent that those costs exceed the deductible.
3. Normal Reports to the Plan Sponsor, at no additional cost are:
  - a. initial enrollment verification;
  - b. quarterly fund balance;
  - c. projected year-end fund balance at the close of the Plan Year fourth quarter; and
  - d. two and a half (2½) month grace period will be included in fund balance, plus interest earned if any.

**Section V  
The Plan Sponsor**

1. As of the effective date of this Agreement, the Plan Sponsor shall provide the Plan Administrator with a complete list of all employees who are eligible for benefits under the Plan. The Plan Sponsor shall arrange for enrollment meetings and, with the Plan Administrator's assistance, complete Plan enrollment.
2. The Plan Sponsor shall collect funds in accordance with authorized payroll reductions or deductions and shall remit these monies to the Plan Administrator on a monthly (or pay period) basis.
3. The Plan Sponsor shall forward the appropriate service fees to the Plan Administrator on the first of each calendar month or in conjunction with the monthly plan fund collections.
4. The Plan Sponsor shall assist in the enrollment of eligible employees in the Plan, notify the Plan Administrator of any change of eligibility, cooperate with the Plan Administrator with regard to proper claim settlement, transmit to the Plan Administrator proper claim settlement and transmit to the Plan Administrator all inquiries pertaining to the Plan.
5. The Plan Sponsor shall be responsible for filing any documents required by the Internal Revenue Service.
6. The Plan Sponsor limits contributions to the Plan to \$2,550 per employee (January 2015 and thereafter), unless otherwise specified below the signature line on this agreement. (Unreimbursed Healthcare Spending maximum \$2,550)

**Section VI  
Termination of the Agreement**

1. This Agreement may be terminated by the Plan Sponsor or the Plan Administrator by written notice of intention to terminate given to the other party, to be effective as of an annual plan anniversary date. Said written notice shall be given not less than thirty (30) days prior to such termination. The thirtieth (30th) day shall coincide with the last day of a calendar month. The Plan Administrator may also terminate this agreement following the termination of any medical, dental, or vision coverage provided by the Plan Administrator to the Plan Sponsor, to be effective upon ten (10) days written notice sent to the Plan Sponsor, effective on the date specified in the notice. All obligations of the Plan Administrator related to the relevant rights of the covered Participant to payments of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice whether or not the claim for such benefits arose prior to or following the termination of this Agreement. Absent a written notice of termination this agreement will annually renew on the effective date set forth at inception. In no case shall termination by the Plan Administrator relieve the Plan Sponsor of its obligation to maintain the Plan.

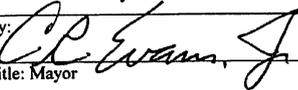
**Section VII  
Qualifications**

1. To qualify the Plan Sponsor must have on file a current Interlocal Agreement with the TML MultiState Intergovernmental Employee Benefits Pool. The Plan Sponsor must have ten (10) percent of the eligible employees participate in the Plan. Should these qualifications not be met, or maintained, the Plan Administrator may terminate this agreement pursuant to Section VI.

**Section VIII  
Miscellaneous Provisions**

1. In the event of resignation or inability to serve as the Plan Administrator, the Plan Sponsor may appoint a successor.
2. If during the operation of the Plan, the United States Government, the government of any state or any instrumentality or either shall assess any tax against the Plan and the Plan Administrator is required to pay such tax, the Plan Administrator shall report the payment to the Plan Sponsor who will reimburse the Plan Administrator for such tax or assessment.
3. The Plan Administrator shall incur no liability to the Plan Sponsor or to an employee or dependent of the Plan Sponsor for any act or failure to act not directly connected with processing and payment of claims as provided in this Agreement, except where the liability is proximately caused solely by the gross negligence or willful misconduct of the Plan Administrator. To the extent allowed by law, the Plan Sponsor shall hold the Plan Administrator harmless from and indemnify it against any and all liability, claims, damages (including punitive or consequential damages), costs, expenses, or fees (legal or otherwise) incurred or paid in connection therewith which might be asserted by the Plan, the Plan Sponsor's employees or other persons for which the Plan Administrator would not be liable to the Plan Sponsor as set forth above.
4. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
5. This Agreement may be amended by the Plan Sponsor and the Plan Administrator at any time by mutual written consent of said parties.
6. The Plan Sponsor hereby is designated the agent for service of legal process on behalf of the Plan, in its principal office.

IN WITNESS THEREOF, the Plan Sponsor and the Plan Administrator have executed this Agreement this the 14<sup>th</sup> day of JULY, 2016.

<b>City of Overton</b>	<b>TML MultiState Intergovernmental Employee Benefits Pool</b>
By: 	By: Susan L. Smith
Title: Mayor	Title: Executive Director
Address: 1200 S. Commerce Overton, TX 75684	

Healthcare Limitation amounts are limited to \$2,550.

(standard maximum \$2,550 (January 2015 and thereafter) or amount established by Employer)  
The Section 125 Flex Plan Year is 10/01/2016 to 09/30/2017.

Attachment D

**RESOLUTION NO: 2016-07-14D**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE COBRA CONTINUATION OF COVERAGE ADMINISTRATIVE AGREEMENT WITH TML MULTI-STATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL (ATTACHMENT A) FOR THE COVERAGE YEAR OF OCTOBER 1, 2016 AT 12:01 A.M. THROUGH SEPTEMBER 30, 2017.

City Of Overton  
Overton, Texas

WHEREAS, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool"); and

WHEREAS, the undersigned Employer sponsors an employee benefit plan; and

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained in ATTACHMENT A, the undersigned Employer and the Pool agree to the terms as outlined in ATTACHMENT A.

INTRODUCED, READ AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 14<sup>th</sup> DAY OF July, 2016

CITY OF OVERTON  
*C. R. Evans, Jr.*  
C. R. Evans, Jr., MAYOR



ATTEST:  
*Rachel Gafford*  
Rachel Gafford, CITY SECRETARY

**ATTACHMENT A**

1. Effective Date

As of the first day of October, 2016, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

2. Employer Duties

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours [including reduction to zero (0) hours], call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.
2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment A was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.
3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.
4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, e.g., the Covered employee or dependent is voluntarily dropped from coverage.
5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the date of the open enrollment.
6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of COBRA Continuation of Coverage.
7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim

costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.

8. Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer no later than (a) the forty-fifth (45th) day following the termination or (b) the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.
3. Pool Duties
1. The Pool staff will monitor changes in COBRA Continuation of Coverage and the case law which develops interpreting COBRA Continuation of Coverage.
  2. The Pool will provide election notices within fourteen (14) days of the receipt of notices of qualifying events sent by the Employer.
  3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
    1. benefit availability - initial notice, enrollment card and cost;
    2. confirmation of enrollment and payment coupons
    3. notice of termination letters:
      - Failure to reply
      - Failure to make initial payment
      - Failure to make regular payment
      - End of eligibility (no longer qualified)
      - End of eligibility period
    4. open enrollment
    5. contribution change and revised payment coupons
    6. conversion to an individual policy
    7. Medicare eligibility
    8. verification of incapacitated child status
  4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
  5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
  6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1, the Pool has fourteen (14) days to send the COBRA Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is the lesser of \$50 or 10% of amount due.
  7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required

pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.

8. To the extent allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
  9. The Pool's responsibilities under this contract are for COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.
4. Notice
- Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:
- |  |  |
|--|--|
| <p><u>Address of Pool</u><br/>Executive Director<br/>TML MultiState Intergovernmental Employee Benefits Pool<br/>Texas Municipal Center<br/>1821 Rutherford Lane, Suite 300<br/>Austin, Texas 78754-5151</p> | <p><u>Address of Employer</u><br/>City of Overton<br/>1200 S. Commerce<br/>Overton, TX 75684</p> |
|--|--|
5. Compensation
    1. The Employer will pay the Pool a one-time \$50.00 set up fee and a \$0.50 Per Participant per Month fee for each participating participant per month that enrolls in COBRA Continuation of Coverage.
    2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.
  6. Miscellaneous Provisions
    1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
    2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.
    3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.
    4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.

- 5. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.
- 6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.
- 7. It is understood that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.

7. Termination

- 1. Term of this initial Agreement shall be from its effective date through 09/30/2017, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.
- 2. Either party may terminate this Agreement at any time by giving the other party written notice at least thirty (30) days prior to the specified date.
- 3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
- 4. All records in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
- 5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of City of Overton, at a duly called meeting held on the 14<sup>th</sup> day of JULY, 2016.

*C.R. Evans, Jr.*  
(Signature)

City of Overton  
(Employer/Group Name)

Mayor  
(Authorized Official Title)

July 14, 2016  
(Date)

This Agreement Entered Into and Accepted By:

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

By: \_\_\_\_\_ (Executive Director) at Austin, Texas on  
\_\_\_\_\_